

MS Amendment  
Attorney Docket No. 25645

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

re Application of:

T. NEWMARK et al.

Group Art Unit 1654

Serial No. 10/058,299

Examiner: R. Winston

Filing Date: January 30, 2002

For: COMPOSITION AND METHOD FOR SMOKE DETOXIFICATION

TERMINAL DISCLAIMER

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

The owner, New Chapter Inc., of 100% interest in the instant application (copies of executed assignments attached herewith) hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as shortened by any terminal disclaimer, of prior Patent Number 6,264,995. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as

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presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. \_\_\_\_\_ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. XX The undersigned is an attorney of record.

June 22, 2004  
Date

Gary M. Nath  
Reg. No. 26,965  
Jerald L. Meyer  
Reg. No. 41,194

xx Terminal Disclaimer fee under 37 CFR 1.20(d) included.  
xx PTO suggested wording from terminal disclaimer was  
xx unchanged \_\_\_\_\_ changed (if changed, an explanation should be supplied)

**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION given to Thomas Newmark of St. Louis, Missouri, and Paul Schulick of Brattleboro, VT, hereinafter referred to as the ASSIGNOR(S), who has/have invented certain new and useful HERBAL COMPOSITION FOR REDUCING INFLAMMATION AND METHODS OF USING SAME, hereinafter referred to as the invention, for which we have received a Letters Patent in the United States Patent and Trademark Office on July 24, 2001 as United States Patent No. 6,264,995.

WHEREAS, New Chapter, Inc., a corporation organized and existing under the laws of the country/state of VERMONT, whose post office address/business address is 22 High Street, Brattleboro, VERMONT, 05301, hereinafter referred to as the ASSIGNEE, desires to acquire the entire right, title and interest for the United States and elsewhere throughout the world in and to said invention and patent, including any and all divisions and continuations thereof, all rights of priority under the terms of the International Convention for the Protection of Industrial Property, and any and all additional Letters Patent which may be granted thereon, including any and all renewals, reissues and prolongations thereof.

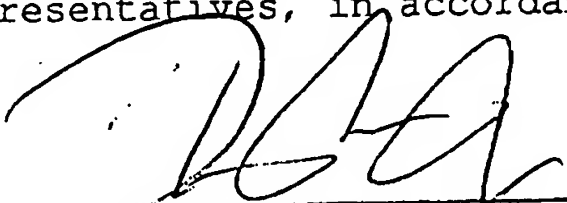
NOW, WITNESSETH THIS that for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, said ASSIGNOR(S) hereby assign(s), sell(s) and transfer(s) to said ASSIGNEE, its assigns and legal representatives, the entire right, title and interest for the United States and elsewhere throughout the world, in and to said invention and application, including any and all divisions and continuations thereof, all rights of priority under the terms of the International Convention for the Protection of Industrial Property, and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues and prolongations thereof, with all the rights, powers, privileges, and advantages in any way arising from or pertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues and prolongations thereof, for the use and benefit of said ASSIGNEE and its assigns and legal representatives, in as ample and as beneficial a manner for all intents and purposes as said ASSIGNOR(S) might or could have held and enjoyed the same had this assignment not been made.

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ASSIGNMENT

ALSO, said ASSIGNOR(S) hereby agree(s) to execute all papers necessary to file said applications in the United States and elsewhere throughout the world, and to assign the same to said ASSIGNEE, or any assignee acquiring title to said invention, and to execute any other papers that may be needed in connection with filing said application and securing any and all Letters Patent thereon.

AND said ASSIGNOR(S) authorize(s) and request(s) the Commissioner of Patents to issue a Letters Patent on said application, and on any and all divisions and continuations thereof, to said ASSIGNEE, its assigns and legal representatives, in accordance herewith.

By:  6/15/04  
Inventor's Name: Thomas Newmark Date  
(first or sole inventor)

By: \_\_\_\_\_  
Inventor's Name: Paul Schulick Date  
(second inventor)